

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

THOMAS WEINSTEIN,

Plaintiffs,

vs.

MANDARICH LAW GROUP, LLP.

Defendant.

NO. 2:17-cv-01897-RSM

PLAINTIFF'S TRIAL BRIEF

I. INTRODUCTION

Defendant Mandarich Law Group's actions in this case are the very reason the Fair Debt Collection Practices Act and the Washington Collection Agency Act exist: to protect people from overzealous collection efforts. Thomas Weinstein did everything a dutiful person would do when he received a lawsuit from Mandarich Law Group, LLP ("Mandarich"), including paying Mandarich in order to stop the lawsuit. Even though Mr. Weinstein did everything asked of him, Mandarich reneged on its own deal (behind Mr. Weinstein's back), causing Mr. Weinstein to owe even more money, have his wages garnished, as well as encumbering Mr. Weinstein with an improper default judgment. As a result, Mr. Weinstein has needlessly suffered for over three years.

Making matters worse, Mandarich has done nothing to assist Mr. Weinstein with the problem or otherwise minimize his damages. With the stroke of a pen, Mandarich could vacate

1 its ill-gotten default judgment. With the stroke of a pen, Mandarich could refund the money it
2 improperly garnished from Mr. Weinstein’s wages. With the stroke of a pen, Mandarich could say
3 it was sorry for interjecting itself into Mr. Weinstein’s personal life for so many years. Mandarich
4 has done none of this, instead maintaining – to this day – that its actions were either proper or
5 harmless, and that Mr. Weinstein is to blame for Mandarich’s actions. *See generally* Defendant’s
6 Motion for Summary Judgment (Dkt. #31).

7 **II. BACKGROUND**

8 In September 2014, Thomas Weinstein was served with a debt-collection lawsuit by
9 Mandarich and immediately placed a phone call to “make this right.” Dkt. # 31-1, Ex. A at p. 5.
10 As a result of Mr. Weinstein’s efforts, the parties quickly settled the case in October 2014, and the
11 agreement was further confirmed by a letter from Mandarich. Dkt. #35. at p. 2. Pursuant to the
12 agreement, Mr. Weinstein would make an up-front payment of \$302.81, and monthly payments of
13 \$97.33 until the alleged debt was paid on February 27, 2017. Dkt. #25-2, Ex. A at p. 1. One year
14 later, in October 2015, without informing Mr. Weinstein, Mandarich obtained a default judgment
15 in King County Superior Court in the amount of \$3,558.05 (now inflated due to attorney’s fees
16 and costs) with post-judgment interest at 12% per annum, and which also conveniently failed to
17 credit Mr. Weinstein for any of the payments that he made for over one year. Dkt. #35 at p. 3.
18 Meanwhile, Mandarich continued to process payments and send Mr. Weinstein letters
19 acknowledging the agreement that had been made and that Mr. Weinstein was complying with the
20 agreement. *Id.*

21 In April 2017, Mandarich started garnishing Mr. Weinstein’s wages, which was the first
22 notice Mr. Weinstein received that a default judgment had been entered against him. Dkt. #35 at
23 p. 4. As an individual without legal training, Mr. Weinstein believed that after the April

1 garnishment finished that he would be done with Mandarich once and for all. Dkt. #25-2 at ¶ 15.
2 He was wrong, as Mandarich again tried to garnish his wages in October 2017. *Id.* at ¶ 16. At this
3 point, Mr. Weinstein knew he had no option but to seek counsel, and this lawsuit followed.

4 In November 2018, this Court ruled that the aforementioned conduct violated multiple
5 sections of the FDCPA, including 15 U.S.C. 1692 §§ 1692e, e(2), e(5), e(10), 15 U.S.C. § 1692f
6 and (f)1. Dkt. #35. Additionally, this Court ruled that Defendant violated RCW 19.16.250(21) by
7 obtaining the judgment and taking actions to enforce it. *Id.* The only remaining issue before this
8 Court is the amount of damages that Mr. Weinstein has suffered as a result of Mandarich's
9 violations, and Mr. Weinstein's damages are significant.

10 **III. LEGAL AUTHORITY**

11 **A. Plaintiff is Entitled to Damages Under the FDCPA – 15 U.S.C. § 1692k**

12 “A debt collector who fails to comply with any provision of the FDCPA is liable to a debtor
13 in amount equal to the sum of any actual damage sustained by such person as a result of such
14 failure, additional damages as the court may allow, but not exceeding \$1,000, and the costs of the
15 action together with a reasonable attorney's fee as determined by the court.” 15 U.S.C. § 1692k.
16 Here, this Court found that Defendant violated the FDCPA in numerous ways, therefore damages
17 are appropriate consistent with § 1692k. Dkt. #35.

18 **i. Statutory Damages**

19 Plaintiff seeks the maximum amount of statutory damages allowable under the FDCPA,
20 which is \$1,000.00. Mandarich violated numerous provisions of the FDCPA on numerous
21 occasions with multiple, discrete actions. When numerous violations of the FDCPA are predicated
22 upon one set of circumstances, the number of violations *should* be considered and it is best
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1 considered during the calculation of damages, rather than awarding \$1,000.00 per violation. *Clark*
2 *v. Capital Credit & Collection Servs., Inc.*, 460 F.3d 1162, 1178 (9th Cir. 2006).

3 Here, the number of violations alone justify a maximum statutory damage award, as this
4 Court ruled that Mandarich Law Group violated §§ 1692e, e(2), e(5), e(10), 15 U.S.C. § 1692f and
5 f(1) on multiple occasions, and noted that the violations were “significant.” Dkt. # 35 at p. 6. The
6 consequences of Mandarich’s violations also justify a maximum statutory award, as will be seen
7 through the testimony of Mr. Weinstein and his wife, Allison Weinstein.

8 Plaintiff expects Defendant to spend significant time arguing against the maximum
9 statutory damages based on the language of 15 U.S.C. § 1692k(b). The statute calls for
10 consideration of, “**among other relevant factors,**” the frequency and persistence of
11 noncompliance by the debt collector, the nature of such noncompliance, and the extent to which
12 such noncompliance was intentional.” 15 U.S.C. § 1692k(b) (emphasis added). Here, the
13 frequency of noncompliance is high, as can be seen through the sheer number of violations, and
14 the persistence of noncompliance in this case is perpetual.

15 Mandarich took money from Mr. Weinstein based on a settlement agreement – an
16 agreement that it induced by a collection lawsuit but did not honor – in the amount of \$1,957.42.
17 Then, it obtained a surreptitious judgment and subsequently garnished Mr. Weinstein’s wages in
18 the amount of \$1,468.94. Despite the fact that these combined amounts exceeded Mandarich’s
19 original lawsuit (and the parties’ settlement agreement), Mandarich attempted a second
20 garnishment. Mandarich has not returned either the money garnished, or the money received in
21 payments, **and has made no move to modify or extinguish the ill-gotten default judgment.**

22 The fact that Mandarich has kept the funds taken from Mr. Weinstein, and that it unapologetically
23

1 maintains its ill-gotten default (which continues to accrue interest) is evidence that its
2 noncompliance is intentional.

3 **ii. Actual Damages**

4 **a. Payments Made to Mandarin Law Group Pursuant to Settlement**

5 Mandarin entered into an agreement with Mr. Weinstein that it did not honor. Instead,
6 Mandarin went behind his back and obtained a judgment, despite its statement that it would stop
7 litigation if Mr. Weinstein complied with the payment agreement. Dkt. # 31-1, Ex. A at p. 8. Since
8 Mandarin breached Mr. Weinstein's trust, and the agreement, Mandarin should have to return
9 the money that it received in payments for violating the FDCPA. Plaintiff respectfully requests
10 that this Court also assess interest in the amount of 12%, starting at the last time money was taken
11 from Mr. Weinstein in March 2016. RCW 4.56 et seq.

12 **b. Emotional Distress**

13 As this Court stated, emotional distress damages are available in this case. Dkt. #35 at p.
14 8. Emotional distress damages are recoverable as actual damages under the FDCPA. 15 U.S.C. §
15 1692k; *McCollough v. Johnson, Rodenburg & Lauinger, LLC*, 637 F.3d 939, 957 (9th Cir. 2011);
16 *Riley v. Giguere*, 631 F.Supp.2d 1295, 1315 (E.D.Cal.2009) (citing cases); *Anunciation v. W.*
17 *Capital Fin. Servs. Corp.*, 97 F.3d 1458 (9th Cir. 1996). It is anticipated that Mandarin will
18 (incorrectly) argue that because Mr. Weinstein did not see a physician or mental health
19 professional, that somehow damages are unavailable. This is not the law.

20 The Ninth Circuit has stated that "[w]hile objective evidence requirements may exist in
21 other circuits, such a requirement is not imposed by case law in ... the Ninth Circuit, or the Supreme
22 Court." *Zhang v. American Gem Seafoods, Inc.*, 339 F.3d 1020, 1040 (9th Cir. 2003). A plaintiff's
23 testimony alone is enough to support emotional distress damages. See *Healey v. Trans Union*
LLC, No. C09-0956JLR, 2011 WL 1900149, at *11 (W.D. Wash. May 18, 2011); *Riley v.* 631

1 F.Supp.2d 1315 (E.D.Cal.2009) (citing cases); *Zhang*, 339 F.3d 1020, 1040 (9th Cir.
2 2003); *Chalmers v. City of Los Angeles*, 762 F.2d 753, 761 (9th Cir. 1985) (upholding emotional
3 distress damages based upon plaintiff's testimony); *Johnson v. Hale*, 13 F.3d 1351, 1352 (9th Cir.
4 1994) (emotional distress damages can be awarded based upon testimony or appropriate inference
5 from the circumstances); *Nelson v. Equifax Information Services*, 522 F.Supp.2d 1222, 1235
6 (C.D.Cal. 2007) (a plaintiff's testimony can sufficiently establish emotional distress damages in
7 an FDCPA action).

8 Here, Plaintiff seeks what is commonly referred to as "garden-variety" emotional distress
9 damages and will rely not only on his testimony, but also the testimony of his wife, to prove such
10 damages. They will testify – among other things – to Mr. Weinstein's emotional distress related
11 to the aggressive collection efforts, the surprise judgment, the surprise garnishment, the uncertainty
12 as to what will happen in the future because Mandarich has maintained its ill-gotten judgment, and
13 Mr. Weinstein's fear that the garnishments would affect his upward mobility at his employer.

14 Mandarich's actions caused Mr. Weinstein to modify his wedding and housing plans (it is
15 also a matter of judicial notice that a King County Superior Court judgment is an automatic lien,
16 which would impair the Weinstains' ability to purchase a home, pursuant to RCW 4.56.200(2)).
17 Mr. Weinstein has had to deal with Mandarich, its misinformation, and bad conduct for over three
18 years, and despite a ruling that it is liable for violating state and federal laws for obtaining a default
19 judgment, Mandarich maintains its ill-gotten judgment, forcing Mr. Weinstein to continue to worry
20 and to research solutions.

21 Based on Mandarich's existing briefing, Plaintiff expects Mandarich to attempt to
22 minimize the effect that its actions have had on Mr. Weinstein, and to take the position that what
23 happened "wasn't that bad." However, FDCPA cases routinely result in significant awards to

1 individuals who have suffered as a result of debt collector malfeasance. For example, in
2 *McCollough*, the Ninth Circuit upheld a \$250,000.00 emotional distress award to a debtor on
3 FDCPA claim when a debt collector improperly sought attorney's fees and sent false requests for
4 admissions to a debtor. 637 F.3d 939 (9th Cir. 2011). An award of \$85,000.00 in emotional
5 distress damages due to debt collections agency's violation of FDCPA was upheld when violations
6 of the FDCPA had occurred over several months. *Nelson v. Equifax Services, LLC*, 522 F.Supp.2d
7 1222, 1239 (C.D.Cal. 2007). Here, Mr. Weinstein has had to deal with, and continues to have to
8 deal with Mandarich, as it refuses to make even a token attempt to erase the damage that it has
9 caused.¹²

10 Admittedly, emotional distress damages are difficult to measure, but Plaintiff finds a daily
11 assessment of emotional distress as in *Lucero v. Cenlar FSB*, No. C13-0602RSL, 2016 WL
12 337221, at *7 (W.D. Wash. Jan. 28, 2016) to be instructive. In *Lucero*, a plaintiff fell behind on
13 her mortgage payments, and hired an attorney to help her navigate the foreclosure and mediation
14 process. *Id.* The plaintiff was able to negotiate a loan modification, bringing the account current.
15 *Id.* Unfortunately, the defendant loan servicer continued to report her loan as delinquent despite
16 the modification. *Id.* She brought a lawsuit regarding violations of credit reporting obligations.
17 *Id.* Over the course of several months, the mortgage servicer sent the plaintiff letters that stated
18

19 ¹ There are numerous examples of significant emotional distress awards in FDCPA cases. See *Myers v.*
20 *LHR, Inc.*, 543 F. Supp. 2d 1215, 1218 (S.D. Cal. 2008) (awarding consumer \$90,000 for emotional distress
21 caused by a debt collector); *Moriaski v. Davenport, Allen, & Malone, Inc.*, No. 2:09-CV-0298 MCE DAD,
22 2010 WL 3341566, at *6 (E.D. Cal. Aug. 23, 2010) (recommending award of \$73,000 in actual damages
23 due to emotional distress); *Panchaisl v. Gurney*, No. 04-04479 JF, 2007 WL 738642 (N.D. Cal. Mar. 8,
2007) (court award on default of \$60,000 for emotional distress); *Brablec v. Paul Coleman & Assocs., P.C.*,
No. CIV. S-08-1843MCEGGH, 2010 WL 235062 (E.D. Cal. Jan. 21, 2010) (awarding consumer \$25,000
in actual damages due to emotional distress stemming from FDCPA violations).

² This court recently heard a case in which an alleged debtor was awarded \$150,000 for non-economic
damages for FDCPA violations committed by a debt collector. See Exhibit A.

1 attorney's fees were being charged to her account and statements that demanded payment of
2 thousands of dollars in attorney's fees and costs. *Id.* It was later discovered that the loan servicer
3 was adding the attorney's fees and costs of defending the lawsuit related to the violations of credit
4 reporting obligations to her mortgage balance. *Id.* The Court awarded \$500.00 per day in
5 emotional distress damages over the course of a total of 195 days, as well as various other amounts
6 and damages.

7 This case is similar, and in some ways, Mr. Weinstein is in a worse position than the
8 plaintiff in the *Lucero* case. As in *Lucero*, Mr. Weinstein acted as responsibly as he could; he
9 reached out to the creditor when he allegedly failed to pay money that was owed. Similar to
10 *Lucero*, Mr. Weinstein made his payments regularly and on time. Also as in *Lucero*, Mr. Weinstein
11 was continually assessed additional monetary charges well above what was owed. Mandarich,
12 following in the footsteps of the defendant/collector in *Lucero*, continually sent letters containing
13 misinformation and misrepresentations. However, unlike *Lucero*, where the debtor had the benefit
14 of counsel, Mr. Weinstein could not afford an attorney to help him navigate the issues presented.
15 Despite the fact that Ms. Lucero was represented by counsel to help her navigate the case, the court
16 still felt it appropriate to award Ms. Lucero emotional distress damages commensurate with her
17 experiences at the hands of the defendant.

18 In this case, Mr. Weinstein has already testified that he was very surprised by the April
19 2017 garnishment, and did not know what to do, as he felt frustrated and hopeless. Dkt. #25-2 at
20 ¶¶ 12, 15. As a nonlawyer, he thought that the garnishment would be the end of the collection
21 efforts. *Id.* at ¶ 15. However, in October 2017, Mandarich again attempted to garnish his wages.
22 *Id.* at ¶ 16. At that point, he felt scared for his family's financial future, because Mandarich had
23 already taken more from him than was originally agreed. *Id.* It is at that point, on or about October

1 20, 2017 that a more significant period of Mr. Weinstein's emotional distress damages
2 commenced. He thought he had done everything right, he had already paid more than the original
3 amount that he settled, and Mandarich was still seeking an additional \$1,347.43, while interest
4 continued to accrue. Complaint at Ex. F, p. 1. The ill-gotten judgment is still in effect today and
5 continues to accrue interest.

6 While, again, there is no fixed metric by which to assess emotional distress damages, Mr.
7 Weinstein asserts that the *Lucero* case is similar in both the fact pattern and the type of emotional
8 distress which occurred, and that its assessment of damages at \$500.00 per day is an adequate
9 reflection of the type of damages that occur to blameless individuals who are simply trying to do
10 the right thing in the face of a defendant's misconduct when collecting money. Based on the
11 *Lucero* standard, Mr. Weinstein requests a daily assessment of emotional distress starting from
12 October 20, 2017 to the day that this Court enters an order. Additionally, Mr. Weinstein requests
13 an assessment of emotional distress damages for the shock of the events which began in April
14 2017.

15 **iii. Costs of Suit, Together with a Reasonable Attorney's Fee**

16 In a successful action to enforce FDCPA liability, a debt collector who fails to comply with
17 any provision of the FDCPA is liable to a debtor for the costs of the action, together with a
18 reasonable attorney's fee as determined by the court. 15 U.S.C. § 1692k(a)(3). Here, Plaintiff was
19 successful in his action to enforce FDCPA liability and is thus entitled to attorney's fees and costs.
20 Plaintiff requests that this Court state, as part of its judgment, that Plaintiff is entitled to such fees
21 and costs to be determined through a petition to be filed at the completion of trial.

22 **B. Plaintiff is Entitled to Damages Under the WCAA/CPA – RCW 19.16.440 and**
23 **RCW 19.86**

1 The WCAA is enforced through the CPA, and any person who is injured in his business or
2 property by a violation of the CPA may bring a civil action to recover the actual damages sustained
3 by him. RCW 19.16.440, RCW 19.86.090. Here, the Court ruled that Mandarich violated RCW
4 19.16.250(21) by attempting to collect more than what was owed in its motion for default
5 judgment, and that “all actions taken in furtherance of the improper Default Judgment are
6 violations of RCW 19.16.250(21).” Dkt. #35. Therefore, Plaintiff is entitled to actual damages
7 under the WCAA and CPA.

8 **i. Actual Damages**

9 **a. Out-of-Pocket Costs**

10 The CPA addresses “injuries” rather than “damages” to support a CPA violation, and
11 quantifiable monetary loss is not required for liability. *Panag v. Farmers Ins. Co. of*
12 *Washington*, 166 Wn.2d 27,53 (2009). Simply consulting an attorney is sufficient to show
13 injury. *Frias v. Asset Foreclosure Servs., Inc.*, 181 Wn.2d 412 (2014) (citing *Panag v. Farmers*
14 *Ins. Co. of Wash.*, 166 Wn.2d 27, 62 (2009)). In other words, to borrow from a contractual idiom,
15 “a mere peppercorn will suffice” to show injuries. While Mr. Weinstein has testified in this case
16 that he had to pay for parking and gas when meeting with his attorney to determine his legal
17 rights and responsibilities (Dkt #31-1 at p. 76), he will not seek these of pocket costs at trial as he
18 does not know the exact amounts.

19 **b. The Amounts Garnished by Mandarich Law Group**

20 Mandarich obtained a judgment in this case for an amount that he demonstrably did not
21 owe. Then, in April 2017, Mandarich began garnishment proceedings against Mr. Weinstein’s
22 wages in the amount of \$1,468.94. This Court has ruled that “all actions taken in furtherance of
23 the improper Default Judgment are violations of RCW 19.16.250(21).” Thus, Mandarich violated

1 the WCAA when it garnished Mr. Weinstein in April 2017. As stated above, Mandarich has made
2 no move to return the funds that it garnished based on a judgment that was obtained through unfair
3 and deceptive practices. RCW 19.86.020, RCW 19.16.440. Mr. Weinstein was therefore injured
4 and damaged in the amount of \$1,468.94. Plaintiff respectfully requests that this Court also assess
5 interest in the amount of 12%, starting at the time the money was taken from Mr. Weinstein in July
6 2017. RCW 4.56 et seq.

7 **c. The Cost to Vacate Mandarich's Ill-Gotten Default Judgment**

8 As stated above, despite the fact that the judgment was obtained by misrepresentation and
9 in violation of court rules, for reasons which remain unknown, Mandarich has failed to vacate its
10 default judgment. Mr. Weinstein therefore has no other choice but to (1) hire an attorney to begin
11 the process of obtaining an order to show cause, (2) serve process on Mandarich and Mandarich's
12 client (which is now defunct due to filing bankruptcy), (3) file a motion to vacate the default, and
13 (4) have counsel appear and argue the motion in court. *See* Washington Civil Rule 60. Mr.
14 Weinstein has consulted an attorney regarding the price of such an endeavor and will testify
15 regarding such cost.

16 **ii. Treble Damages**

17 Under RCW 19.86.090, a court may in its discretion increase the award of damages to an
18 amount not to exceed three times the actual damages sustained provided that such increased
19 damage award for a violation may not exceed [\$25,000]. *Mason v. Mortg. Am., Inc.*, 114 Wn. 2d
20 842, 855 (1990) (the statute has since been amended to increase the treble damages limit). These
21 treble damages are "designed to punish the defendant and deter further violations." *Keyes v.*
22 *Bollinger*, 31 Wn. App. 286, 297 n.2 (1982).

1 Over the course of its dealings with Mr. Weinstein, Mandarich has made numerous false
2 and misleading statements, has engaged in unfair, deceptive, and unconscionable conduct, and
3 **keeps harming Mr. Weinstein.** By maintaining its ill-gotten judgment and refusing to return
4 Mr. Weinstein's money, Mandarich appears to be extracting its pound of flesh simply because
5 Mr. Weinstein, after years of abuse, finally stood up for himself. This is not the first time
6 Mandarich has failed to follow the rules regarding default judgments. Plaintiff presented this
7 evidence on summary judgment. Dkt. #30 at p. 9, n.7 (citing Dkt. #17-1 at ¶¶ 12-13, Ex. D and
8 E). This evidence consists of four King County Superior Court orders related to Mandarich
9 failing to follow the rules related to default and default judgment. *Id.* Relevant quotes include:

- 10 • "The court has previously notified [Mandarich]...of the deficiencies in their motions
11 for default, deficiencies have repeatedly included inadequate and incorrect notice of
12 motion." Dkt. #17-1, Ex.D at p.3.
- 13 • "...the Court is aware that there is a pattern and practice of [Mandarich] failing to
14 comply with the local rules regarding motions for default in other cases." Dkt. #17-1,
15 Ex. D, at p. 21 and p. 24.
- 16 • [Mandarich] presented to the court's Ex Parte Department a proposed Order of
17 Default and Default judgment which included a finding that the defendants "have
18 failed to appear, answer, or otherwise defend within the time provided by law. This
19 statement is also false..." Dkt. #17-1, Ex. E at p. 2.³

20 Because of Mandarich's egregious violations of the law in this case, and its history of
21 failing to follow the rules when it comes to Washington debtors, Plaintiff respectfully requests
22 that this Court treble Mr. Weinstein's actual damages to effectuate the purposes of the CPA and
23 to punish and deter Mandarich from engaging in this type of activity in the future.

24 **iii. Costs of Suit, Including a Reasonable Attorney's Fee**

25 ³ It is worth noting that these orders occurred on December 15, 2015, January 22, 2016, February 18, 2016,
and June 1, 2016, around the same time period that Mandarich obtained a default judgment against Mr.
Weinstein.

Any person who is injured in his business or property by a violation of the CPA may bring a civil action to recover actual damages, together with the cost of suit, including a reasonable attorney's fee. RCW 19.86.090. Here, Plaintiff was successful in his action to enforce a WCAA violation through the CPA and is thus entitled to attorney's fees and costs. Plaintiff requests that this Court state, as part of its judgment, that Plaintiff is entitled to such fees and costs to be determined through a petition to be filed at the completion of trial.

IV. CONCLUSION

Consistent with the above, Plaintiff respectfully requests that this Court award the Plaintiff the following:

- The maximum amount of in statutory damages (\$1,000) under the FDCPA.
- The amount of \$1,957.42 for payments made to Mandarich on an agreement that it did not honor, plus 12% interest from the date of last payment to the date of trial.
- Emotional distress damages under the FDCPA:
 - In an amount to be determined by this Court at trial for emotional distress suffered pursuant to the surprise garnishment of April 2017.
 - In an amount to be determined by this Court at trial for emotional distress suffered pursuant to the surprise garnishment of October 2017, and a daily assessment of emotional distress damages from the time of the October garnishment attempt to the date of trial, as Mandarich continues to maintain its ill-gotten default judgment.
- Costs of suit together with reasonable attorney's fees under the FDCPA.
- Actual damages under the WCAA/CPA in the amount of \$1,468.94 for the amounts garnished via Mandarich's ill-gotten default judgment, plus 12% from July 2017 to the date of trial.
- Actual damages under the WCAA/CPA for the cost to hire an attorney to vacate the default judgment.
- Treble damages, for all actual damages awarded under the WCAA/CPA.
- Costs of suit, including a reasonable attorney's fee under the WCAA/CPA.

1 Dated this 9th day of January, 2019.

2 **ANDERSON SANTIAGO, PLLC**

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